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**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

Producers 88 (4-89) — Paid-Up  
With 640 Acres Pooling Provision

**PAID-UP OIL AND GAS LEASE  
(No Surface Use)**

THIS LEASE AGREEMENT is made this 21 day of April, 2010, by and between CENTAURUS GF RIDGE, LLC, a Delaware limited liability company whose address is, 7557 Rambler Rd. Ste. #280, Dallas, TX 75231 as Lessor, and **Chesapeake Exploration, LLC, P.O. Box 18496, Oklahoma City, OK 73154**, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

8.6407 acres, more or less, being a called 7.4999 acres, situated in the W. Welch Survey, A-1668, Tarrant County, Texas and being Lot(s): 1-A-R, Blk: 2 of the Cottonwood Village, an addition to the City of Fort Worth, as shown in the map or plat thereof recorded in Volume 388-182, Page 21, Plat Records of Tarrant County, Texas and being more particularly described in that certain Special Warranty Deed dated 22nd day of October, 2007 from CAMDEN PROPERTY TRUST, a Texas real estate investment trust to CENTAURUS GF RIDGE, LLC, a Delaware limited liability company as recorded at Document No. D207387443, Official Public Records, Tarrant County, Texas

in the County of Tarrant, State of TEXAS, containing 8.6407 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the sole purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request and Lessee's sole cost and expense, any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less. This Lease does not confer upon Lessee the right to store hydrocarbons underground, and all underground hydrocarbon storage rights are hereby reserved by Lessor. This Lease does not confer upon Lessee the right to conduct any seismic Operations in the exploration for hydrocarbons that involve the use of the surface of the Land, but authorizes the collection of seismic information concerning the Land from surveys and Operations conduction on other lands.

2. This lease, which is a "paid-up" lease requiring no rentals other than the aforesaid bonus during the primary term, shall be in force for a primary term of three (3) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof. "Paying Quantities" shall mean production of oil or gas or other substances covered hereby during any period of twelve (12) consecutive months in quantities sufficient to yield a return in excess of operating costs incurred or accrued during such period.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be twenty-five percent (25%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be twenty-five percent (25%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise

taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease..

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in at Lessor's address above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the US Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. Except as provided for in Paragraph 3. above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more

per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment and the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns, provided however, the interest of Lessee may not be transferred or assigned without the prior written approval of Lessor and Federal Home Loan Mortgage Corporation, its successors and assigns ("Lender"), so long as the loan from Lender to Lessor currently secured by a deed of trust on the Property has not been paid in full, which approval shall not be unreasonably withheld, but which may be withheld if the assignee does not have a net worth of \$100,000,000.00 or more, or does not have demonstrable experience in exploring for, developing, producing and marketing Hydrocarbons, provided however, that Lessee may make assignments to (1) subsidiaries of Lessee, and (2) an other entity owned by officers and affiliates and directors of Lessee, who may acquire a non-operating working interest under this Lease in an amount not to exceed ten percent (10%) of the Lessee's working interest and (3) to Total E&P, USA, provided said assignees have a net worth of \$100,000,000.00 or more, have demonstrable experience in exploring for, developing, producing and marketing Hydrocarbons and maintain all applicable insurance coverage as required of Lessor by Lender. All assignments, transfers and subleases must require the assignee, transferee or sublessee to assume all of Lessee's obligations under this Lease, and Lessee will remain liable for all of the liabilities and obligations of the lessee hereunder.. Any purported assignment, sublease or transfer in violation of this provision shall be void. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. Lessee may use in its Operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring,

developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter. Lessee shall comply with the following provisions governing the use of the Land:

a. In view of the intended use of the surface of the Land for commercial or residential development, with respect to any Operations conducted on any unit within three hundred feet (300') of the Land (the "**Applicable Area**"), if the Applicable Area is visible from the improvements located on the Land, Lessee agrees as follows:

(i) All permanent facilities related to Operations that are located within the Applicable Area shall be constructed such that the height of such facilities above the surface of the ground shall not exceed ten feet (10') and all such facilities shall be enclosed by fences or other barriers that are designed for the express purpose of hiding such facilities from public view.

(ii) Lessee shall keep all permanent surface equipment located within the Applicable Area, and which is visible from the Land, in a good state of repair and appearance.

(iii) Lessee shall promptly remove any unused materials, pipe or equipment from the Applicable Area if it is visible from the Land.

(iv) Noise levels associated with Lessee's operations related to its operations in the Applicable Area and on the Land shall be kept to a reasonable minimum, utilizing available equipment and technology employed by the oil and gas industry. If Lessee utilizes any non-electric powered equipment in its operations such as an engine or a compressor, Lessee shall take reasonable steps to muffle the sound therefrom by installing a noise suppression muffler or like equipment or constructing sound walls or other housing.

(v) If a compressor is placed within the Applicable Area and the noise from such compressor can be heard at the Land, Lessee shall take all reasonable measures to shield it from view and muffle the sound generated.

(vi) Any pump jacks located within the Applicable Area shall be run by electric motors.

b. Except as herein otherwise provided, Lessee shall drill and operate each well in accordance with good oil field practice, and in conformity with any conservation or curtailment programs which may be imposed by Law or by any appropriate governmental agency. Lessee shall operate each well capable of producing Hydrocarbons from the Land or lands pooled therewith continuously in a reasonable and prudent manner, consistent with securing and marketing the maximum total Hydrocarbon production from the Land and lands pooled therewith, so long as such well shall be capable of producing Hydrocarbons in Paying Quantities; provided, that a gas well or gas wells may be operated at such capacity in accordance with the requirements of a reasonable Gas purchase contract, consistent with those obtainable in the area. All Operations commenced or conducted, and all wells drilled hereunder, shall be prosecuted in good faith, with due diligence, and in a good and workmanlike manner. Lessee shall use due care to avoid damage to the Land.

c. Lessee shall pay for all actual damages caused by Lessee's Operations on or under the Land, whether to Lessor, Lessor's real or personal property (including, without limitation, loss of profits from inability to sell or lease such property caused by Lessee's acts or omissions) or other persons or property.

d. Lessee's Operations under this Lease shall be subject to all federal, state and local laws, executive orders, ordinances, rules and regulations (individually, a "Law" and collectively, "Laws"). Lessee shall comply with all Laws of any governmental agency having jurisdiction over the Land with respect to the spacing, drilling or producing of wells, or other Operations and if there is any conflict between any Law or Laws and any provision or provisions of this Lease, such Laws shall modify or supersede, as the case may be, the relevant provisions of this Lease. In particular, Lessee shall plug and abandon all wells drilled pursuant to this Lease in accordance with all Laws, shall remove all casing and pipe from abandoned wells drilled pursuant to this Lease down to a depth of at least six feet (6') below the surface of the ground, and shall remove all other obstructions in any ditch, stream, pond or water bottom. Lessee shall comply with all air quality and noise regulations of the

e. Within six (6) months after the total or partial termination of this Lease, as to all or any portion of the Land, Lessee shall, unless Lessor requests that certain personal property or fixtures be left in place, remove all pipelines, equipment, facilities, structures, equipment and other property placed by Lessee on or under that portion of the Land, as to which this Lease shall have so terminated, and Lessee shall restore such Land to as near its original condition as is reasonably possible.

f. Lessee agrees to pay all damages, losses and expenses incurred by Lessor and to defend, indemnify and to hold Lessor, Lessor's representatives, successors, assigns and the Land free and harmless of and from: all damages, losses, costs, expenses (including reasonable attorneys' fees, expert fees, and/or court costs in any action arising out of matters set forth in this Lease), liens, liability to or claims or demands of others (including, but not limited to, surface tenants and other lessees) or injury to the Land which result from or, in anyway arise wholly or partially out of or in connection with (i) any of the Operations of Lessee on the Land, (ii) Lessee's production, processing or marketing of Hydrocarbons from the Land; (iii) the exercise by Lessee of any of its rights hereunder, (iv) the performing of any labor or the furnishing of any materials or supplies to or for Lessee, (v) any act or failure to act on the part of Lessee or of any contractor engaged in doing work for Lessee, (vi) any breach by Lessee or by any such contractor of any of the provisions of this Lease, or (vii) Lessee's release or threatened release of pollutants, contaminates, hazardous materials, or Hydrocarbons on, under, about or from the Land. This obligation to defend and indemnify shall not be subject to, reduced or barred by any theory of consent, assumption of the risk, contributory or comparative negligence (not amounting to gross negligence on the part of Lessor), or any other risk or loss shifting theory at law or in equity. This obligation to defend and Indemnify and hold harmless shall survive any termination, expiration, partial release, or assignment by Lessee of this Lease, without limitation. All of the indemnity obligations assumed by Lessee under this Lease shall be without limitation and without regard to the cause or causes thereof, strict liability or the negligence of Lessee any party or parties, whether such negligence be sole, joint concurrent, active or passive. The term "Lessee" includes Lessee, its agents, employees, servants, contractors, and any other person acting under its direction and control, and its independent contractors.

g. Lessee shall not have the right to reinject Hydrocarbons, gaseous substances, water, brine or other fluids produced from wells situated on the Land or lands pooled therewith into strata underlying the Land without the express written consent of Lessor. This Lease does not confer upon Lessee the right to inject any extraneous Hydrocarbons or any extraneous fluids or substances as may be brought by Lessee onto the Land into the subsurface strata underlying the Land without Lessor's prior written consent. This Lease also does not confer upon Lessee the right to use or convert any well heretofore or hereafter drilled on the Land for purposes of injecting or reinjecting Hydrocarbons, gaseous substances, water, brine or other fluids in such well without Lessor's prior written consent.

h. Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under, the Land or lands pooled therewith, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on the Land any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S. C. Sections 9601, et seq.) or toxic substances under any federal, state or local law or regulation ("**Hazardous Materials**"), except ordinary products commonly used in connection with oil and gas exploration and development operations and stored in the usual manner and quantities in accordance with all applicable laws. LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND LESSOR, ITS AGENTS, EMPLOYEES, TENANTS, GUESTS, INVITEES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (1) A VIOLATION OF THE FOREGOING PROHIBITION OR (2) THE PRESENCE, RELEASE OR DISPOSAL OF ANY HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE LAND OR LANDS POOLED THEREWITH DURING LESSEE'S OCCUPANCY OR CONTROL OF SAME. LESSEE SHALL CLEAN UP, REMOVE, REMEDY, AND REPAIR ANY SOIL OR GROUND WATER CONTAMINATION AND DAMAGE CAUSED BY THE PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER OR ABOUT THE LAND OR LANDS POOLED THEREWITH DURING LESSEE'S



OCCUPANCY OF SAME IN CONFORMANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. THIS INDEMNIFICATION AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION. LESSEE SHALL PROMPTLY GIVE LESSOR WRITTEN NOTICE OF ANY BREACH OR SUSPECTED BREACH OF THIS SECTION, UPON LEARNING OF THE PRESENCE OF ANY HAZARDOUS MATERIALS, OR UPON RECEIVING A NOTICE PERTAINING TO HAZARDOUS MATERIALS WHICH MAY AFFECT THE LAND OR LANDS POOLED THEREWITH. THE OBLIGATIONS OF LESSEE HEREUNDER SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION FOR ANY REASON OF THIS LEASE.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

13. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. a. Notwithstanding any other provision of this Lease whatsoever, Lessee is prohibited from using the surface of the Land for any purpose without the prior written consent of Lessor, which may be withheld in its sole and unlimited discretion. Lessee may engage in directional drilling activities beneath the Land, but any such directional drilling must penetrate the Land sufficiently below the surface as to not interfere with the present or future use of the surface of the Land for commercial, industrial and/or residential use. In no event may the directional drilling penetrate the Land less than five hundred feet (500') below the surface. Lessee acknowledges that it has obtained rights to drill wells on other lands near the Land and that such other lands can be used as a drill site from which to drill wells that may be bottomed under the Land, or the producing intervals of which wells may lie underneath the Land. Any reference in this Lease to a well being located "on the Land" shall refer to a well that is bottomed under the Land or land pooled with the Land, or the producing intervals of which well lies underneath the Land or land pooled with the Land.

b. Lessor expressly reserves the full enjoyment and use of the Land and all rights with respect to the surface and subsurface thereof for any and all purposes except those granted, and to the extent granted, to Lessee in this Lease. The Land may be fully and freely used by Lessor, and by those claiming by, through or under Lessor, any rights thereto for any purpose that will not unreasonably interfere with Lessee's Operations (defined in below) and activities under this Lease. For the purposes of this Lease, the term "Operations" means operation for any of the following; drilling, testing, completing, reworking, recompleting, deepening, plugging back, or repairing of a well in search of, or in the endeavor to obtain or restore production of, hydrocarbons..

17. Lessor, and their successors and assigns, hereby grants Lessee an option to extend the primary term of this lease for an additional period of 2 years from the end of the primary term by paying or tendering to Lessor prior to the end of the primary term the same bonus consideration, terms and conditions as granted for this lease.

18. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

19. If Lessee fails to pay any royalty or other amount due under this Lease when due, Lessor shall be entitled to receive and Lessee shall pay, interest on the entire unpaid amount at a rate (the "Default Rate") equal to the (a) the Prime Rate (as defined below) plus five percent (5%) or (ii) the maximum rate permitted by law, whichever is lower. The Default Rate shall be computed from the date on which such overdue amount was originally due until the date upon which such overdue amount is paid in full. The "Prime Rate" shall mean the annual rate of interest publicly announced by Citibank, N.A. in New York, New York, as its base rate, as such rate shall change from time to time. If Citibank, N.A. ceases to announce a base rate, Prime Rate shall mean the rate of interest published in The Wall Street Journal from time to time as the Prime Rate. If more than one Prime Rate is published in The Wall Street Journal for a day, the average of the Prime Rates shall be used, and such average shall be rounded up to the nearest one quarter of one percent (.25%). If The Wall Street Journal ceases to publish the "Prime Rate", Lessor shall select an equivalent publication that publishes such "Prime Rate", and if such prime rates are no longer generally published or are limited, regulated or administered by a governmental or quasi-governmental body, then Lessor shall select a comparable interest rate index.

**DISCLAIMER OF REPRESENTATIONS:** Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR: CENTAURUS GF RIDGE, LLC, a Delaware limited liability company

By: Barry P. Marcus, Senior Vice President  
By:

RETURN TO:  
Axia Land Services, LLC  
500 E. Border Street, Suite 640  
Arlington, Texas 76010

STATE OF Connecticut ACKNOWLEDGMENT  
COUNTY OF Fairfield

This instrument was acknowledged before me on the 23rd day of November, 2010, by Barry P. Marcus, Senior Vice President of Centaurus GF Ridge, LLC.

Jennifer Montanaro  
Notary Public  
Fairfield Cty. CT  
My Commission Expires 5-31-13

Notary Public, State of Connecticut  
Notary's name (printed):  
Notary's commission expires:

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by John Griggs, as Director of CENTAURUS GF RIDGE, LLC, a Delaware limited liability company, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:

RECORDING INFORMATION

STATE OF TEXAS

County of \_\_\_\_\_

This instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, of the \_\_\_\_\_ records of this office.

By \_\_\_\_\_  
\_\_\_\_\_  
Clerk (or Deputy)

**RETURN TO:**  
**Axia Land Services, LLC**  
**500 E. Border Street, Suite 640**  
**Arlington, Texas 76010**



MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

AXIA LAND SERVICES LLC  
500 E BORDER ST # 640  
ARLINGTON, TX 76010

Submitter: AXIA LAND SERVICES LLC

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 2/8/2011 9:08 AM

Instrument #: D211030507

LSE

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PGS

\$44.00

By: \_\_\_\_\_

*Mary Louise Garcia*

D211030507

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: AKCHRISTIAN